

# **Nondisclosure and Confidentiality Agreement for Starmood social media Application Design and Development and Support**

Dated: 14 May, 2020

This Agreement (the "Agreement") is entered into by and between **Mahfooz Ahmad** with address at **198 East Ave, Unit, 2 Norwalk, CT 06855, USA** ("Disclosing Party") and **SmartData Enterprises** located at **E - 37, Phase - VIII, Industrial Area, Mohali, Punjab, 160071, India** ("Receiving Party") for the purpose of Nondisclosure and Confidentiality.

**Mahfooz Ahmad** has contracted **SmartData Enterprises** and its below listed employees (web developers)

Himani Chelani - iOS developer

Rishabh Mishra - Software Backend Engineer

Shubham Verma - Android Developer

Sumeet Bansal - Project Manager

Tushar Kanti Choudhary - Project Advisor

Rakesh Kumar - App designer

on a hourly rate to design, develop and write source code for the Starmood social media phone based application for Android and iOS platforms. Additionally, smartData Enterprises team will manage and support web based administrator panel for Starmood social media application.

## **Agreement Summary**

**SmartData Enterprises** will do its best to fulfill the development of Starmood app and to meet client expectations.

### **Application Design**

**SmartData Enterprises** will provide end to end development process for Starmood app, where **SmartData Enterprises** team will design, build and provide support for Starmood social media app.

**SmartData Enterprises** will work with client **Mahfooz Ahmad** to understand the exact requirements of the proposed app. **SmartData Enterprises** will suggest changes where a particular design could take a significant amount of engineering effort to build.

### **Application Development**

**SmartData Enterprises** will create a native mobile application for the iOS and Android Operating System, as described separately.

Throughout the development phase, **Mahfooz Ahmad** will have the opportunity to regularly review Starmood social media app development work, via an evolving pre-release version of the app. If, at any stage, **Mahfooz Ahmad** is not satisfied with the work direction Starmood social media work is taking, **Mahfooz Ahmad** will pay **SmartData Enterprises** for everything **SmartData Enterprises** team would have produced until that point and can end this project.

### **Text content**

**SmartData Enterprises** will not copy, use or sell any writings, texts, or module names to any unauthorized party. **Mahfooz Ahmad** agrees to provide module names and application text in a format that can be copied directly into the app.

Module names such as Backstage, Loops, Becoming a Fan are Intellectual property of Mahfooz Ahmad.

### **Media and Icons**

Some media and icon designs are being provided by Mahfooz Ahmad and some Media and App design will be gathered by **SmartData Enterprises** as needed, once use in the project the media and icons will be sole property of **Mahfooz Ahmad**.

### **Operating System Support**

Unless otherwise agreed, **SmartData Enterprises** will target the iPhone and the three most popular Android smartphones at the time of development.

Starmood social media app will be built to run on the following OS versions:

- iOS
- Android

**SmartData Enterprises** will guarantee that the app will function correctly in current and future versions of the Operating System, if a defect is found in the future, **SmartData Enterprises** will provide support for fixing errors and app crashing issues.

### **Application Delivery and Hosting**

When the Starmood social media named “Starmood” is ready for release, **SmartData Enterprises** will prepare the app for submission to the relevant app stores and will resolve any submission issues with Google Play Store and Apple App Store.

**Mahfooz Ahmad** agree to provide and manage the credentials, provisioning profiles and any other security details in order to compile the application and deploy it to the respective app store. **SmartData Enterprises** will help and advise on this matter if required.

**Mahfooz Ahmad** will provide all hosting for the application via Amazon Web Services, including any other cloud-based service providers such as

Service for OTP user verification. SmartData Enterprises will provide support in setting up and proper functioning of Amazon Web Services and OTP verification cloud based system.

SmartData Enterprises will provide advice regarding the choosing and setup of any hosting providers, if required.

Mahfooz Ahmad will own and manage any domain names required for the project, and Mahfooz Ahmad is responsible for keeping them registered.

SmartData Enterprises and its members will not share credentials, passwords and login information to any unauthorized individuals. Such an intentional action will be considered breach of this contract, effective during and after the completion of the project.

### **Changes and Revisions**

SmartData Enterprises will not limit Mahfooz Ahmad ability to change scope of the project. The price at the beginning of this contract is based on the amount of time that SmartData Enterprises agreed to accomplish everything in design and development and in publishing of the app, SmartData Enterprises will be flexible, if Mahfooz Ahmad wants to make a change in the design and development process of the app. SmartData Enterprises will provide a separate estimate for the additional time spent on the change of scope requests.

## **Post Release**

### **Warranty**

SmartData Enterprises guarantee that the app will be error-free, and in a good useable format available in the PlayStore and Appstore.

After end of this contract, SmartData Enterprises will endeavor to fix any issues that arise from normal usage of the app without you incurring any further charges.

### **User Support**

Mahfooz Ahmad may choose to continue services of SmartData Enterprises in the future for continue support to improve Starmood social media app for as long Mahfooz Ahmad retains SmartData Enterprises services.

### **Legal Matters**

SmartData Enterprises will carry out design, development and support work in accordance with good industry practice and at the standard expected from a suitably qualified Android and iOS developer person with relevant industry experience. SmartData Enterprises guarantee that work will be error-free.

SmartData Enterprises shall not transfer this contract to anyone else without the Mahfooz Ahmad's permission.

SmartData Enterprises agrees adhere to all relevant laws and regulations in relation to our activities under this contract and not cause the other to breach any relevant laws or regulations.

This contract is in effect as of 14 May, 2020 and its clauses will remain in fact endlessly once signed by all parties.

### **Intellectual Property Rights**

“Intellectual property rights” means all patents, rights to inventions, copyright (including rights in software) and related rights, trademarks, service marks, get up and trade names, internet domain names, rights to goodwill or to sue for passing off, rights in designs, database rights, rights in confidential information (including know-how) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or shall subsist now or in the future in any part of the world.

SmartData Enterprises guarantee that all elements of source code, text, images and artwork that SmartData Enterprises creates and offers Mahfooz Ahmad, for use in this project is solely created for Starmood social media application and will only be owned by Mahfooz Ahmad.

SmartData Enterprises guarantee that all elements of the work SmartData Enterprises deliver to Mahfooz Ahmad are either owned by SmartData Enterprises or SmartData Enterprises have obtained permission to provide them to Mahfooz Ahmad.

SmartData Enterprises will assign all intellectual property rights to Mahfooz Ahmad as follows: Mahfooz Ahmad will solely own the Starmood social media app which SmartData Enterprises build for Mahfooz Ahmad plus the written source code and all applicable visual elements, theme and module and functions texts, that SmartData Enterprises created for it, if applicable.

SmartData Enterprises will provide Mahfooz Ahmad all source files and app source code in a secure manner, this source code will include basic instructions about file library and source code library.

SmartData Enterprises will not keep a copy of source code. Mahfooz Ahmad shall own total intellectual property rights and copyrights of all work product and source code, text, images, media and data created or invented in relation to this project, provided unless someone else owns them prior to this project.

Functions and elements invented and developed during this project are sole property of Mahfooz Ahmad and shall not be shared with any 3rd party.

Starmood app design and functions and processes are solely intellectual property of Mahfooz Ahmad.

### **Displaying Starmood social media app work**

SmartData Enterprises will not display in depth aspects of the Starmood social media application and its creative work on public platforms.

SmartData Enterprises will not share sketches, work-in-progress designs, source code and the completed project on internet websites or NEWS, magazines and articles and in books.

### **Payment Schedule**

Payments for development work for Starmood social media application will be made via www.upwork.com and shall continue to be made via Upwork platform, unless otherwise agreed upon.

Disclosing Party Name: Mahfooz Ahmad

Disclosing Party Signature:

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Receiving Party Representative Name 1: Himani Chelani

Receiving Party Signature:

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Receiving Party Representative Name 2: Rishabh Mishra

Receiving Party Signature: *Rishabh Mishra*

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Receiving Party Representative Name 3: Shubham Verma

Receiving Party Signature:

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Receiving Party Representative Name 4: Sumeet Bansal

Receiving Party Signature:

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Receiving Party Representative Name 5: Tushar Kanti Choudhary

Receiving Party Signature:

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Receiving Party Representative Name 6: Rakesh Kumar

Receiving Party Signature: *Sumeet Bansal*

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